

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of Evergy)
Kansas Metro, Inc., Evergy Kansas South,)
Inc. and Evergy Kansas Central, Inc. for) Docket No. 22-EKME-254-TAR
Approval of its Demand-Side Management)
Portfolio Pursuant to the Energy Efficiency)
Investment Act (KEEIA), K.S.A. 66-1283.)

TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENTS

ALICE NAPOLEON

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

August 3, 2022

1 **Q. Please state your name, title, and employer.**

2 A. My name is Alice Napoleon. I am a Principal Associate at Synapse Energy Economics,
3 Inc. (“Synapse Energy Economics”) located at 485 Massachusetts Avenue, Suite 3,
4 Cambridge, MA 02139.

5
6 **Q. Have you previously testified in this docket?**

7 A. Yes. On behalf of CURB, I provided direct and cross-answering testimony in this docket,
8 Docket No. 22-EKME-254-TAR (“Docket 22-254”), regarding the 2023-2026 Demand-
9 Side Management (“DSM”) Portfolio and updated Energy Efficiency Rider (“EER”) filed
10 by Evergy Kansas Metro, Inc. (“Evergy Kansas Metro”) and Evergy Kansas Central, Inc.
11 and Evergy Kansas South, Inc. (referred to together as “Evergy Kansas Central”)
12 (collectively referred to herein as “Evergy” or the “Company”) pursuant to the Kansas
13 Energy Efficiency Investment Act (“KEEIA”). My educational and professional
14 background is described in this previous testimony.

15

16 **Q. What is the purpose of your testimony?**

17 A. My testimony supports the *Non-unanimous Partial Settlement Agreement—KEEIA*
18 *Programs* filed with the *Motion to Approve Non-unanimous Partial Settlement Agreement*
19 *on DSM Programs* on August 1, 2022, as well as the *Non-unanimous Partial Settlement*
20 *Agreement – Financial Recovery* filed with the *Motion to Approve Non-unanimous Partial*
21 *Settlement Agreement on Financial Recovery*.

1 **Q. Please provide a brief background of this proceeding.**

2 A. On December 17, 2021, Evergy filed an application seeking approval for its Demand-Side
3 Management Program Portfolio and Recovery Mechanism.¹ This application provided
4 projected energy savings, costs, and benefits for nine proposed programs, including four
5 residential programs, four business programs, and the pilot incubator program.²

6 In addition to CURB, a number of other parties requested and were granted
7 intervention in this docket. These include: Atmos Energy Corporation (“Atmos”), Black
8 Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy (“Black Hills”), and
9 Kansas Gas Service (“KGS”) (collectively, the “Gas Utilities”); Climate + Energy Project
10 (“CEP”); Kansas Industrial Consumers Group, Inc., Associated Purchasing Services
11 (“APS”), Spirit AeroSystems, Inc. (“Spirit”), Occidental Chemical Corporation (“Oxy-
12 Chem”), and The Goodyear Tire & Rubber Company (“Goodyear”) (collectively referred
13 to as “KIC”); Natural Resources Defense Council (“NRDC”); and Sierra Club and Kansas
14 Appleseed Center for Law and Justice, Inc. (“Kansas Appleseed”), collectively referred to
15 herein as “the Parties.”

16 During this docket, CURB issued 61 data requests and participated in numerous
17 meetings and technical conferences as part of its review of Evergy’s application. CEP, the
18 Gas Utilities, KCC Staff, NRDC, and Sierra Club and Kansas Appleseed also issued
19 extensive informational requests.

¹ Application of Evergy Kansas Metro, Inc., Evergy Kansas South, Inc. and Evergy Kansas Central, Inc. for Approval of Demand-Side Management Program Portfolio and Recovery Mechanism. Dec. 17, 2021. Docket No. 22-EKME-254-TAR.

² Evergy Kansas Metro and Evergy Kansas Central. KEEIA 2023 – 2026 Demand-Side Management Portfolio Filing, December 17, 2021, p. 7. Hereafter called “2023-2026 DSM Portfolio Filing.”

1 Direct testimony was submitted on behalf of the Gas Utilities; CEP; CURB; KCC
2 Staff; NRDC; and Sierra Club and Kansas Appleseed.

3 The Gas Utilities; CEP; CURB; and Sierra Club and Kansas Appleseed submitted
4 cross-answering testimony.

5 A Settlement Conference commenced on July 26, 2022. All parties participated in
6 the Settlement Conference and settlement discussions continued until agreements were
7 filed on August 1, 2022. In addition to Evergy, participants in settlement discussions
8 included CURB; KCC Staff; the Gas Utilities; NRDC; KIC; CEP; and Sierra Club and
9 Kansas Appleseed.

10
11 **Q. Has a settlement agreement been reached regarding the Company’s DSM Portfolio?**

12 **A.** Yes. On August 1, 2022, the *Non-unanimous Partial Settlement Agreement—KEEIA*
13 *Programs* (“Programs Agreement”), attached to the *Motion to Approve Non-unanimous*
14 *Partial Settlement Agreement on DSM Programs* (“Motion on Programs”), was filed with
15 the KCC. The same day, the *Non-unanimous Partial Settlement Agreement – Financial*
16 *Recovery* (“Financial Recovery Agreement”), attached to the *Motion to Approve Non-*
17 *unanimous Partial Settlement Agreement on Financial Recovery* (“Motion on Financial
18 *Recovery*”), was filed with the KCC.

19 The signatories to the Programs Agreement are Evergy, CEP, CURB, KCC Staff,
20 NRDC, and Sierra Club and Kansas Appleseed (collectively, “Program Signatories”). To
21 my knowledge, of the parties to Docket 22-254, only the Gas Utilities have indicated

1 opposition to the Programs Agreement.

2 The signatories to the Financial Recovery Agreement are Evergy, CEP, CURB,
3 NRDC, and Sierra Club and Kansas Appleseed (collectively, “Financial Recovery
4 Signatories”). It is my understanding that KCC Staff and KIC oppose the Financial
5 Recovery Agreement. The Gas Utilities have not taken any position regarding the Financial
6 Recovery Agreement.

7

8 **Q. Please describe the Programs Agreement.**

9 A. The terms of the Programs Agreement can be summarized in terms of overall budget and
10 savings target changes, program offers, evaluation and approvals, and the collaborative
11 process.

12

13 **Q. Please outline the key terms regarding overall budget and savings targets.**

14 A. Key terms of the overall budget and savings targets include the following:

- 15
- 16 • The settlement program budget for both the Central and Metro service areas is
17 \$96 million over four years if no metrics are achieved, up to \$122 million if all
18 metrics are achieved. Relative to Evergy’s initially proposed budgets, these
19 represent 72% of Evergy’s initially proposed budget if no metrics are achieved,
20 and up to 90% if all metrics are achieved.
 - 21 • In light of the new settlement budget figures, if all metrics are achieved, the
settlement programs’ projected first-year savings over the plan term are about

1 70% of Evergy’s initial proposed GWh savings and about 50% of the originally
2 proposed MW savings.³

- 3 • If Evergy changes portfolio budgets by more than 10% on an annual basis,
4 Evergy will seek KCC approval for the change and will notify other
5 stakeholders.

6
7 **Q. Please summarize the provisions regarding the program offers in the Programs**
8 **Agreement.**

9 A. The Programs Agreement recommends approval of Evergy’s application with the
10 following modifications and stipulations to the proposal:

- 11 • Business programs
- 12 ○ The Programs Agreement recommends adopting Evergy’s initially
13 proposed budgets for the Business Product and Business Operational
14 components of the Whole Business Efficiency program for all years.
- 15 ○ The Programs Agreement proposes to remove components targeting
16 new construction from the Whole Business Efficiency and the Hard-to-
17 Reach Business (HTR Business) programs.
- 18 ○ The Programs Agreement calls for removing the Business Comfort and
19 Enhanced Business Comfort component (except the custom HVAC
20 measure) from the Whole Business Efficiency and HTR Business

³ Evergy, Confidential KEEIA settlement financial summary 7-29 Stip version – full budget, Metrics tab.

1 programs, respectively. If Evergy is able to redesign the Business
2 Comfort and/or Enhanced Business Comfort components to pass all
3 benefit-cost tests in years 3 and 4, Evergy can request approval of these
4 components, along with a corresponding marketing budget. At 18
5 months after launch, Evergy will present the Whole Business
6 Efficiency, HTR Business, and Business Energy Education programs
7 performance metrics to meet to “unlock” additional budgets for program
8 years 3 and 4.

- 9 ○ To address concerns about low participant cost test results, Evergy will
10 assess business customer interest in the programs through surveys and
11 also review benefit-cost analyses to try to improve the results.
- 12 ○ The Programs Agreement calls for reducing the Business Energy
13 Education budget consistent with the smaller business portfolio. The
14 combined total of the Residential Energy Education and Business
15 Energy Education budgets would be capped at 5% of total portfolio cost.
16 Evergy will present a complete business marketing plan to stakeholders
17 within six months of program approval.
- 18 ○ For Business Demand Response, the Programs Agreement calls for a
19 focus on year-round event call opportunities and recommends adopting
20 Evergy’s proposed budget and targets.

1 • Residential programs

2 ○ Hard-to-Reach Homes (HTR Homes)

3 ▪ The HTR Homes budget will be 10 percent of the total portfolio
4 budget, but split into 5% towards weatherization and 5% for
5 non-weatherization efforts; if the program is effective, Evergy
6 can recommend expansion of it in years 3 and 4. The signatories
7 agree to work with Evergy over the next two years to define
8 effectiveness criteria for determining the appropriate budget.

9 ▪ Evergy will add a specific income-eligible multi-family
10 component with a defined budget and savings targets.

11 ▪ Evergy will work directly with partner agencies for
12 weatherization funding and administration.

13 ▪ Evergy will work with stakeholders on reporting requirements
14 and identifying eligibility criteria, to initially include all
15 households earning up to 200% of the Federal Poverty Level.

16 ○ Whole Home Efficiency

17 ▪ To be consistent with new federal general service lamp rules, the
18 Programs Agreement recommends removing retail screw-in
19 LEDs from this program and making a corresponding reduction
20 in the budget and savings target.

- 1 ○ Residential Energy Education
- 2 ■ The Programs Agreement calls for the combined total of the
- 3 Residential Energy Education and Business Energy Education
- 4 budgets to be capped at 5% of total portfolio cost. Evergy will
- 5 present a complete marketing plan to stakeholders within six
- 6 months of program approval.
- 7 ● On-Bill Financing
- 8 ○ The Programs Agreement calls for this to take the form of a Pay As You
- 9 Save (PAYS®) program, run by a third party administrator. Per the
- 10 Programs Agreement, 80 percent of a customer’s annual bill savings
- 11 from energy efficiency improvements would go toward paying for the
- 12 cost of the upgrade, while the customer retains 20 percent of the bill
- 13 savings to cut their energy costs. It also calls for the option to extend the
- 14 term so that participants realize savings during the repayment period.
- 15 ○ Since the PAYS® debt obligation is attached to the account, the
- 16 Programs Agreement added various protections to ensure that property
- 17 owners and successor occupants are notified and agree to the repayment
- 18 terms. Finally, it provides the terms under which bad debt can be created
- 19 from the program.
- 20 ● For Home Demand Response, Evergy adopts its proposed budget and targets
- 21 but will focus on year-round event call opportunities.

1 • Pilot Incubator

2 ○ Under the Programs Agreement, the Pilot Incubator program budget
3 will be reduced by 80 percent in years 1 and 2, and it will have metrics
4 to meet to “unlock” additional budgets for program years 3 and 4.

5 ○ Evergy will consider specific proposals made by intervenors, such as
6 efforts targeted to low income areas, for inclusion in the Incubator. The
7 Pilot Incubator budget would also provide funding or training for work
8 force development specific to multi-family properties and would fund
9 research to analyze customer energy efficiency and disconnection data.
10 In addition, Evergy may target customers who have a history of
11 delinquent payments or disconnections to participate in the HTR
12 Program.

13
14 **Q. Please outline the key Programs Agreement terms regarding evaluation and**
15 **approvals.**

16 **A.** Key terms in the Programs Agreement for evaluation and approvals include the following:

17 • To provide increased confidence in the reported savings, a Staff-directed
18 auditor will review and provide feedback on Evergy’s proposed Evaluation,
19 Measurement, and Verification (EM&V) plan; will audit program
20 implementers and customer installations; and will review and provide feedback
21 on Evergy’s EM&V results.

- 1 • Following the first year of implementation, initial Technical Reference Manual
2 (TRM) savings values will be applied retroactively and be trued up based on
3 the program year 1 evaluation results. Thereafter, changes in TRM savings
4 values arising from program evaluation will be applied prospectively, unless
5 there is greater than a 15% variance at the component level.
- 6 • Program tracking databases will be accessible to stakeholders.
- 7

8 **Q. Please outline the Programs Agreement’s terms regarding a collaborative process.**

9 A. The Programs Agreement stipulates a collaborative process to discuss and refine the DSM
10 framework in Kansas going forward. This collaborative process would consider and make
11 recommendations on the following:

- 12 • Establishment of reporting requirements, including frequency of reporting and
13 data to be reported, including but not limited to savings, spending, and
14 participants (residential, business, income eligible, and residents of distressed
15 community).
- 16 • Improvements to cost-effectiveness testing practices and modeling
17 transparency within cost-effectiveness calculations and the TRM.
- 18 • Support for energy efficiency in new construction.
- 19 • Cost recovery, compensation, decoupling mechanisms and/or alternative
20 methods to support energy efficiency.

1 **Q. Please summarize the terms of the Financial Recovery Agreement.**

2 A. The terms of the Financial Recovery Agreement include the following:

- 3 • Under the Financial Recovery Agreement, program carrying costs will be
4 calculated using the average of 12 months of short-term debt and 6 months of
5 long-term debt.
- 6 • The negotiated Throughput Disincentive rate (\$/kWh) represents all revenue
7 lost on kWh minus riders, based on the evaluated retrospective value of kWh
8 saved for program year 1 and approved TRM use thereafter. For the purpose of
9 determining lost revenue, only four years of savings after measure install apply.
- 10 • The Earnings Opportunity (EO) mechanism will adopt Staff’s matrix structure
11 as found in the direct testimony of Justin Grady⁴: no EO would be earned below
12 75% of performance target levels, and no additional EO would be earned over
13 125% of the targets. The EO award amount is based on the 18% of Net Benefits
14 approach, using the negotiated program carrying costs. Earnings opportunity
15 for the Hard-to-Reach programs will be based on first-year cumulative
16 incremental kWh targets.

17
18 **Q. Are the Programs Agreement and the Financial Recovery Agreement independent of**
19 **each other?**

20 A. No. Although these agreements were framed as separate for purposes of clearly identifying

⁴ Direct Testimony of Justin Grady on Behalf of the KCC, pgs. 12-14 (June 17, 2022).

1 which parties support or oppose each aspect of settlement, it is important to note that the
2 agreements are interdependent. In other words, if the Commission were not to approve the
3 Financial Recovery Agreement, even if it approves the Programs Agreement, pursuant to
4 K.S.A. 66-1283(c)(1)(C) and Paragraph 11, Evergy could elect not to proceed with
5 programs set forth in the Programs Agreement. The complementary provision appears on
6 Paragraph 10 of the Programs Agreement. If the Commission does not approve both
7 agreements as filed, Evergy may likely withdraw its application and leave Kansas without
8 new energy efficiency offerings. Moreover, the concessions that were made by Evergy in
9 the Programs Agreement were made in conjunction with concessions made by several
10 parties in the Financial Recovery Agreement.

11 In short, CURB views this matter to express settlement conditions which, as a
12 practical matter, should be taken or rejected as a whole. Since neither of these agreements
13 were unanimous, the same five factors for Commission approval apply to both. In view of
14 this understanding, I will refer to both the Programs Agreement and the Financial Recovery
15 Agreement as the “Settlement Agreements” where appropriate.

16
17 **Q. What criteria does the Commission generally consider when reviewing non-**
18 **unanimous settlement agreements?**

19 A. It is my understanding that the Commission may accept a non-unanimous settlement
20 agreement if the following five criteria are met: 1) the agreement conforms with applicable
21 law; 2) there was an opportunity for opposing parties to be heard on their reasons for

1 opposition to the agreement; 3) the agreement is supported by substantial competent
2 evidence; 4) the agreement results in just and reasonable rates or charges; and 5) the results
3 of the agreement are in the public interest.⁵
4

5 **Q. Do the Settlement Agreements presented in this case conform to applicable law?**

6 A. I have been advised by CURB’s attorneys that the Settlement Agreements conform to
7 applicable law. However, since I am not an attorney, I defer further discussion of this
8 criterion to CURB’s Post-Hearing Brief.
9

10 **Q. Was there an opportunity for opposing parties to be heard on their reasons for**
11 **opposition to these agreements?**

12 A. Yes, there have been opportunities for parties to express opposition to these agreements.
13 Although I am not an attorney, I believe that the Commission conducted the proceedings
14 in a reasonable manner that gave all interested persons and groups the opportunity to be
15 heard on their positions during both the drafting of the agreements and the request to
16 approve the application. All Parties were represented in settlement discussions held at the
17 KCC Office in Topeka on July 26–28, 2022, with virtual participation available. There
18 were also several breakout settlement communications among various parties between July
19 26 and the eventual filing of the agreements on August 1. Furthermore, the procedural
20 schedule allows for the filing of testimony in opposition to the settlement. An Evidentiary

⁵ See *Order Approving Contested Settlement Agreement*, ¶11, Docket No. 08-ATMG-280-RTS (May 12, 2012).

1 Hearing and Post-Hearing Briefs are also contemplated by the schedule. However,
2 inasmuch as this question calls for an opinion as to whether due process rights were
3 observed, CURB’s counsel will further address this issue in its brief.
4

5 **Q. Is the Programs Agreement supported by substantial competent evidence?**

6 A. Yes, the Programs Agreement is supported by substantial competent evidence in the record.
7 The initial application was supported by the direct testimony of several witnesses on behalf
8 of the Company. All parties, including CURB, exchanged information through written
9 discovery requests and technical conferences. The procedural schedule in this case was
10 modified in order to conduct further meetings and discovery prior to filing direct testimony.
11 Parties filed testimony contemplating changes to the DSM program offered in the initial
12 application. That testimony formed the basis for the terms of the Settlement Agreements
13 that deviated from what was originally offered by Evergy. In other words, the testimony of
14 the various parties forms support for the terms of the Settlement Agreements that departs
15 from the DSM program that Evergy filed with the Commission. The agreements are
16 supported by my testimony and, I expect, will be supported by the testimony of other
17 Signatories.
18

19 **Q. Is the Financial Recovery Agreement supported by substantial competent evidence?**

20 A. Yes. Again, Evergy’s initial Application was supported with the direct testimony of several
21 witnesses. The Company responded to a large number of written discovery requests, and

1 parties discussed financial terms at several meetings. Considered in conjunction with the
2 Programs Agreement, there is substantial evidence that the Financial Recovery Agreement
3 terms will result in net benefits for ratepayers while providing the Company with many
4 incentives to provide effective DSM programs. Specifically, the combination of the EO
5 and TD as agreed to in settlement will provide an incentive for Evergy to pursue energy
6 efficiency, as corroborated by Evergy’s testimony.

7
8 **Q. Will the Settlement Agreements result in just and reasonable rates/charges?**

9 A. Yes, I believe approval of both agreements, conjunctively, will result in just and reasonable
10 rates/charges. My experience as a consultant in the field of utility regulation and energy
11 efficiency is that ratepayers and utilities can benefit greatly through efforts like the ones
12 Evergy is taking with this application. Although there have been a number of concerns and
13 reservations brought forward regarding the “richness” of Evergy’s proposed lost revenue
14 and performance incentives, the terms of the agreements represent a significant reduction
15 in cost to ratepayers relative to the initial proposal. Based on my discussions with CURB
16 staff, I find that CURB values the growth of energy efficiency in Kansas. To that end, the
17 projected benefits and degree of collaboration and review that will follow this portfolio
18 represents a good first step in realizing the potentially substantial benefits from energy
19 efficiency. The agreements are projected to provide millions in net benefits.⁶ The
20 agreements are estimated to produce maximum annual rate impact percentages that are on

⁶ See Evergy, Confidential KEEIA EEDR Riders Calculator/stip version, Program Data tab.

1 the low side of the range of what is considered reasonable in other jurisdictions. The highest
2 impacts occur in recovery year 4 in both service areas and for both residential and for non-
3 residential customers. In all other years, percentage rate impacts are even smaller. These
4 rate impacts should be considered relative to the substantial projected net benefits of the
5 programs and will be balanced by bill impacts as more and more customers have the
6 opportunity to participate in the programs to achieve bill savings throughout the life of the
7 programs. CURB and other intervenors intend to work alongside Staff and Evergy to
8 evaluate the programs' results and to make meaningful changes so that the most ratepayers
9 can experience the most benefits, both financially and in terms of personal consumption
10 goals. CURB believes that the Settlement Agreements provide a reasonable balance in the
11 inherently competing interests of the utility and ratepayers with energy efficiency
12 considerations. I am comfortable with the review process and improvements to
13 transparency from the Programs Agreement to ensure that these programs do not become
14 an unreasonable windfall for Evergy without providing commensurate benefits for all
15 ratepayers.

16
17 **Q. Is the Programs Agreement in the public interest?**

18 A. Yes. There is a wide range of representation among the supporting Parties: the Company;
19 KCC Staff, representing the public interest generally; CURB, representing residential and
20 small commercial customers; and CEP, NRDC, Sierra Club and Kansas Appleseed
21 representing environmental justice interests.

1 Under this agreement, low-income customers will have access to solid programs
2 that will empower them to manage their energy bills and to reduce individual energy
3 burdens. Further, the data that Evergy will collect pursuant to the Programs Agreement will
4 enable Evergy and stakeholders to improve program targeting and reach. As Evergy and
5 regulators gain more experience with energy efficiency as a growing part of its energy
6 resource portfolio, modifications and additions can be made to address shortcomings and
7 inefficiencies. The insight and availability of new data can be used by the Commission and
8 other groups to look at meaningful next steps to continue building up DSM in Kansas.
9

10 **Q. Are the results of the Financial Recovery Agreement in the public interest?**

11 A. Yes. While the KCC Staff is not a signatory to the Financial Recovery Agreement, as I
12 have described previously in this testimony, the benefits of implementing DSM programs
13 in Kansas outweigh the costs to which Staff objects. Part of the consideration for
14 implementing energy efficiency measures is how to incentivize the participating utility to
15 perform work with the ultimate result of reduced energy consumption and sales. In the
16 present case, that incentive is coming in the forms of the EO and TD. In discussing the
17 history of energy efficiency in Kansas with CURB, it is apparent that much time, effort,
18 and resources have been expended at each opportunity to implement more expansive plans.
19 I agree with CURB and other parties that energy efficiency is long overdue for a bigger
20 role in meeting the energy needs of Evergy ratepayers. While this form of financial
21 recovery may be larger than provided in some other states, the alternative with the status

1 quo is even less palatable as the world works to shift away from more “traditional”
2 generation sources.

3 While I did recommend decoupling as a preferable manner to address the issue,
4 Eversource is the party who must choose to implement the programs at the end of the day. As
5 stated above, both agreements recognize Eversource’s ability to not proceed with any new
6 programs if the Commission deviates from either agreement. I do find sufficient
7 reassurances that the signatories to the Programs Agreement have agreed to meet and study
8 the idea of decoupling and how to integrate it into Kansas ratemaking. Getting started on
9 offering energy efficiency programs now through this docket will produce valuable data
10 and experience to make future discussions on energy efficiency more detailed and clear-
11 eyed. With the above considerations in mind, I believe that the agreements are in the public
12 interest at this time.

13
14 **Q. What do you recommend?**

15 A. I support both agreements and believe they each satisfy the Commission’s established
16 criteria for approval of a non-unanimous settlement agreement. It is important to note that
17 most parties, including the KCC Staff, support the Programs Agreement. I believe this
18 shows a large consensus among various stakeholders towards implementing more energy
19 efficiency programs in Kansas. While both the KCC Staff and KIC oppose the Financial
20 Recovery Agreement, the one cannot survive without the other. Thus, if the Commission
21 rejects the Financial Recovery Agreement, even if it approves the Programs Agreement,

1 Evergy will very likely decide that none of the Programs Agreement will be implemented.
2 Therefore, CURB views these documents practically as one whole agreement. There were
3 many improvements to the programs offered by Evergy in exchange for agreement to terms
4 in the Financial Recovery Agreement.

5 One important aspect to CURB is that a collaborative effort will take place to
6 further discuss issues, such as program transparency, decoupling, and other measures that
7 will lead to an optimum DSM portfolio being offered in Kansas. While no party professes
8 that the Settlement Agreements provides for a perfect DSM offering, there is a mechanism
9 for improvement, and the terms of the Settlement Agreements, as a whole, are reasonable
10 to most of the parties. Therefore, I recommend the Commission reject Evergy’s initial
11 proposed DSM Portfolio and, instead, approve both the Financial Recovery Agreement and
12 Programs Agreement as filed.

13

14 **Q. Does this conclude your testimony?**

15 **A. Yes, it does.**

VERIFICATION

STATE OF MAINE

)


COUNTY OF KENNEBEC

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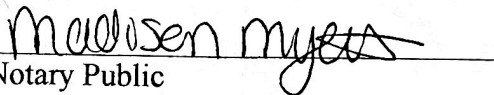
ss:

Alice Napoleon, being duly sworn upon her oath, deposes and states that she is a consultant for the Citizens' Utility Ratepayer Board, that she has read and is familiar with the foregoing *Testimony in Support of Settlement Agreement*, and that the statements made herein are true and correct to the best of her knowledge, information, and belief.



Alice Napoleon

SUBSCRIBED AND SWORN to before me this 3rd day of August, 2022.



Notary Public

My Commission expires: June 10th, 2028

Madison J. Myatt
Notary Public, State of Maine
My Commission Expires June 10, 2028



CERTIFICATE OF SERVICE

22-EKME-254-TAR

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 3rd day of August, 2022, to the following:

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